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The Solicitors' Journal

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(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page ii.

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Current Topics.

Citation of Judicial Titles.

WE SOMETIMES smile at the mistakes committed by foreigners in their efforts to designate English public men. It may be remembered that Mr. GLADSTONE, not infrequently, in continental newspapers was transformed into Sir GLADSTONE or Lord GLADSTONE, and many other prominent statesmen experienced the like misdescription. But errors of this kind are by no means confined to foreigners; even in the law we have had not a few of them. Some years ago a distinguished counsel appearing in the Court of Appeal referred to a decision of "Lord Justice FIELD," but was at once corrected by Lord STERNDALE, who pointed out that there was a Mr. Justice FIELD who afterwards became a peer with the title of Lord FIELD, but as that judge was never a member of the Court of Appeal he could not correctly be described as "Lord Justice FIELD." Further examples of judicial misdescription may be found in the recently published biography of the EARL OF HALSBURY, an otherwise excellent work. There, Lord MACNAGHTEN—with one or two variations in the text of the spelling—appears in the index as "Lord Justice," a title which was never his, as he was promoted direct to the House of Lords from the Bar. In the same work Lord LINDLEY is "Lord Justice LINDLEY" in the index, and it is true that he at one time was correctly so designated, but at the material date he was a Lord of Appeal with the title Lord LINDLEY. Mistakes of this kind are pardonable in the case of a writer unconnected with the law, and thus unfamiliar with the various judicial titles; they are not so excusable in writers of law books in which similar blunders are occasionally to be found. Even the spelling of the names of the judges is not invariably orthodox. The late Mr. Justice CHANNELL was once heard to comment on the incorrect spelling of his name, and we observed in an otherwise excellent text-book recently issued the precise mis-spelling of which that very learned judge complained. These may be considered by some people very small matters, but correctitude of citation is considered one of the essential marks of a legal work, and this ought to extend to the titles or names of the judges whose opinions are quoted.

Quare non adhæret?

WHAT IS to be done when an adhesive label refuses to adhere? Under the Copyright Act, 1911, and the Copyright Royalty System (Mechanical Musical Instruments) Regulations, 1912, made thereunder, royalties on gramophone records and similar contrivances are payable by adhesive paper labels (which are receipts for the royalties paid) to be supplied by the owner of the copyrights to the maker of the records on the demand of the latter and tender of the price equal to the amount of the royalty represented thereby, and no record is allowed to be delivered to a purchaser until such a label has been affixed thereto. In *Boosey & Co. Ltd.* v. *Goodson Gramophone Record Co. Ltd.* [1930] 1 Ch. 448, which was described as a friendly action, the facts were that the defendants manufactured gramophone records for the reproduction of musical compositions, the copyright in which belonged to the plaintiffs. At the request of the defendants, and on payment of the proper amount of the royalty, the plaintiffs furnished the defendants with adhesive labels such as they had been accustomed to supply and had proved to be satisfactory. The records manufactured by the defendants, however, were made of celluloid, to which substance, it appeared, the plaintiffs' labels did not take kindly and refused to adhere. In the court of first instance Mr. Justice EVE decided that the plaintiffs having failed to supply adhesive labels which would adhere to the defendants' records, the latter might be sold without the labels. By way, we suppose, of proving the adhesive quality of the friendliness of the proceedings, the plaintiffs appealed. The Court of Appeal took a different view of the matter from that adopted by Mr. Justice EVE, and held that, although the labels supplied by the plaintiffs would not adhere to the defendants' contrivances, they were nevertheless adhesive labels and that the defendants would be infringing the plaintiffs' copyright if they sold any of the records in question to which the non-adhering adhesive labels were not adherent. We hope that the defendants will stick to it and take the case to the House of Lords.

The Extent of the Right to Light.

IN THESE days of houses converted into flats and so-called maisonettes and the adaptation of rooms to uses other than those for which they were originally intended, kitchens being promoted to the status of dining rooms and sculleries raised to the dignity of kitchens, the decision in *Price* v. *Hilditch* [1930] 1 Ch. 500, is of some general interest. The plaintiff and defendant were owners of adjoining houses separated by narrow passages on either side of a dwarf boundary wall belonging to the defendant. The plaintiff's house was built in 1907 and ever since enjoyed an adequate access of light to the windows overlooking the defendant's premises, including the windows of a scullery. At the beginning of 1929 the defendant built up the boundary wall to a height of 23 feet. Mr. Justice MAUGHAM found, amongst other facts, that the light to the scullery had been sensibly interfered with, and that the amount of light left would not be sufficient for the ordinary purposes of occupation of a room in a residential house. It was contended for the defendant that although the amount of

the light had been diminished there was still enough for the reasonable user of the room so long as it continued to be used (as it always had been in the past) as a scullery and that the right of the plaintiff must be confined to a sufficient access of light for that purpose. The learned judge held that the right was not so limited, and gave judgment for the plaintiff. The authority mainly relied on by the learned judge was the well-known case of *Colls* v. *The Home and Colonial Stores Ltd.* [1904] A.C. 179. In the course of his judgment in that case, Lord DAVEY said: "According to both principle and authority, I am of opinion that the owner or occupier of the dominant tenement is entitled to the uninterrupted access through his ancient windows of a quantity of light the measure of which is what is required for the ordinary purposes of inhabitancy or business of the tenement according to the ordinary notions of mankind, and that the question for what purpose he has thought fit to use that right or the mode in which he finds it convenient to arrange the internal structure of his tenement does not affect the question." *Price* v. *Hilditch* is also a useful case as illustrating when the court will refuse to grant a mandatory injunction and give judgment for damages only.

Breeding Imbeciles with Impunity.

AT THE Stafford Assizes last week, Mr. Justice MCCARDIE very properly, in our opinion, again called attention to the fact that there are at the present time 400,000 mental defectives in the country, and that "we are breeding imbeciles and idiots every day." At a later stage of the hearing of the case he added: "I am appalled at the breeding of mental defectives that is going on throughout the country. Unless steps are taken to bring about a greater measure of segregation, or sterilisation, this hideous process of multiplying the mentally unfit will go on unchecked." Reform in this direction, as in the case of the divorce and betting laws, is undoubtedly long overdue, but no one has apparently the courage to tackle either problem.

Sunday.

THE SCENE on a recent Sunday at Platt Fields, which is a public park in Manchester, was not edifying. The City Council had refused to allow Sunday games to be played there, whereupon a certain councillor, in defiance of this ruling, announced his intention of leading a team in a cricket match on the earliest occasion for breaking it. The players therefore gathered together on the following Sunday morning, and pitched their wickets, but were foiled, not by the park-keepers or police, but by two women who pulled up the stumps. They then moved to another pitch, but the crowd eventually broke on to it, and ended the game. Sympathy, however, appears to have been on the whole in favour of the players, and six constables who arrived towards the end of the proceedings are stated to have been hustled. The law applicable is discussed in a note, *ante*, p. 32, and may depend upon whether playing games in public is an exercise of piety and true religion within 29 Car. II, c. 7. The law as to Sunday trading was similarly discussed last year: see 73 SOL. J. 227. The Act which forbids games and pastimes on Sunday, 1 Car. 1, c. 1, applies only to those who indulge in extra-parochial recreation, unless within their own parishes, they attend any bear-baiting, bull-baiting, interludes, common plays, or other unlawful exercises or pastimes. Obviously, the Caroline laws as to Sunday require revision to bring them up to date, possibly with some kind of scheme for local option, since public opinion in the matter varies considerably, Sabbatarianism being still prevalent in the north, while a plebiscite of London and the Home Counties would probably result in favour of games on Sundays, and also such recreations as swimming. Politicians, however, do not seem to be interested in matters where obvious legal reforms are needed. Such reforms, in fact, would occupy valuable Parliamentary time, which is needed for their own controversial measures.

Defaulting Solicitors.

The following Bill, presented by Sir JOHN WITHERS, was read the first time on the 9th July and referred to the Examiners for Private Bills "To read a Second Time on Monday, the 14th July":—

THE SOLICITORS (CLIENTS' ACCOUNTS) BILL

To require and regulate the keeping by practising Solicitors of Banking Accounts for clients' moneys and Proper Books of Account.

1. *Payment of moneys into "Clients' account" at bank.*]—(1) Where a practising solicitor at the commencement of this Act holds money on account of a client, or thereafter receives money from or on account of a client, such money unless the client otherwise in writing directs shall be paid by such solicitor without delay into an account in the name of such solicitor, to be kept at a bank of good repute engaged in ordinary banking business, which account shall be known as and is in this Act referred to as "a clients' account" of such solicitor.

(2) It shall be the duty of every practising solicitor to notify to the bank, at which he keeps a clients' account, the fact that the said account is a clients' account.

(3) No money shall be paid into a clients' account of a practising solicitor, except—

(*a*) Money held by such solicitor at the commencement of this Act on account of a client;

(*b*) Money received by such solicitor after the commencement of this Act from or on account of a client;

(*c*) Money for replacement of any sum which may improperly or by mistake or accident have been drawn from such clients' account in contravention of the provisions of this Act; and

(*d*) An amount of such solicitor's own money not exceeding the amount of any minimum balance which the bank may require to be kept in such clients' account.

2. *Drawing of moneys from clients' account.*]—(1) No money shall be drawn from a clients' account of a practising solicitor, except—

(*a*) Money which is lawfully and properly required for payment to or on account of a client for whom there is money for the time being held in such clients' account, and which does not exceed in amount the total of the money so held for the time being for that client;

(*b*) Money for replacement of any sum which may improperly or by mistake or accident have been paid into such clients' account in contravention of the provisions of this Act; and

(*c*) Any amount of such solicitor's own money which has been paid into such clients' account by virtue of paragraph (*d*) of Sub-section (3) of Section 1 of this Act, and is for the time being held in such account;

(2) Every cheque drawn on a clients' account of a practising solicitor shall bear on its face a clear indication that it is drawn on a clients' account.

3. *Clients' accounts to be maintained at least equal to moneys held on account of clients.*]—Every practising solicitor shall at all times maintain his clients' account or accounts so that the balance or the total of the balances, standing at credit thereof, is or are not less than the total of the moneys held by such solicitor for the time being on account of any of his clients.

4. *Practising solicitor to keep proper books of account.*]—Every practising solicitor shall keep such books of account as are necessary and proper for disclosing his business transactions, and ensuring and proving compliance with the provisions of Sections 1, 2 and 3 of this Act.

5. *Bank not to be entitled to exercise right of mortgage, charge, lien or set-off in respect of clients' account.*]—The bank at which a clients' account of a practising solicitor is kept, shall not be entitled in respect of any balance from time to time standing

at credit of that account to exercise any right of mortgage, charge, lien, or set-off or other right for the purpose of effecting or securing payment of any overdraft on another account of such solicitor at such bank, or payment of any other debt to or claim of such bank.

6. *Production to Law Society by practising solicitor of certificate from accountant.*] (1) Every practising solicitor shall within three months after the prescribed annual date in every year, subsequent to the year in which he commenced practice as a practising solicitor, produce to the Law Society a certificate, signed by a qualified accountant, containing the information by this section required for the audit period.

(2) The certificate to be given by an accountant for the purposes of this section shall state—

(*a*) Whether or not during the audit period such practising solicitor has in all respects duly complied with the provisions of Sections 1, 2, 3 and 4 of this Act; and

(*b*) Whether, at the end of the audit period, the balance or the total of the balances standing at credit of the clients' account or accounts of such practising solicitor was equal to or whether and by how much it was more or less than, the total of the moneys then held by such practising solicitor on account of any of his clients.

7. *Conditions as to issue of annual practising certificate.*]—(1) The annual practising certificate required by law to be obtained by a solicitor in order to entitle him to practise shall not be issued to any solicitor practising on his own account or in partnership for any period commencing subsequently to the prescribed annual date occurring next after the date when he commenced so to practice, unless and until he shall have either—

(i) Produced to the Law Society a certificate (in this section called "a clear audit certificate") given by a qualified accountant in accordance with Section 6 of this Act and showing that during the audit period next before the commencement of the period for which such annual practising certificate is to be issued, such solicitor or the firm in which he was a partner (as the case may be) has in all respects complied with the provisions of Sections 1, 2, 3 and 4 of this Act; or

(ii) Obtained from the Discipline Committee an order dispensing with the necessity for such production of a clear audit certificate, which order the Discipline Committee are hereby empowered to make if they are satisfied that by reason of special circumstances, the said annual practising certificate ought to be issued to such solicitor, notwithstanding that such solicitor has been unable to produce to the Law Society a clear audit certificate for the said audit period.

(2) An appeal to the High Court against any refusal by the Discipline Committee of an order dispensing with the necessity for production of a clear audit certificate shall lie at the instance of the solicitor concerned, and every such appeal shall be made within such time and in such form and manner as shall be prescribed by rules in that behalf, which shall be made by the Discipline Committee with the concurrence of the Master of the Rolls. The Court shall have power to direct how and by whom the costs of any such appeal shall be borne.

8. *Interpretation.*]—In this Act, unless the context otherwise requires—

The expression "solicitor" means solicitor of the Supreme Court of Judicature in England;

The expression "practising solicitor" means a solicitor practising on his own account, or a firm of solicitors practising in partnership;

The expression "client" means any person on whose account a practising solicitor holds or receives money in the course of his practice;

The expression "the Discipline Committee" means the Committee constituted under Section 12 of the Solicitors Act, 1888;

The expression "year" means twelve months ending on December 31st;

The expression "the prescribed annual date" means the 30th day of June, except that in the case of any practising solicitor with respect to whom the Council of the Law Society prescribes a different date, the said expression means the date so prescribed;

The expression "a qualified accountant" means (*a*) a person who is a Member of the Institute of Chartered Accountants in England and Wales, the Society of Incorporated Accountants and Auditors or the London Association of Accountants Limited, or (*b*) a firm in which all the partners are Members of the said Institute, or one or other of the said Societies, or (*c*) a person or firm approved by the Council of the Law Society as competent to act as a qualified accountant for the purposes of this Act; and

The expression "the audit period" means the period of twelve months ending on the prescribed annual date, except that in any case where a practising solicitor commenced practice as a practising solicitor in the course of such period of twelve months, the said expression means the part of such period of twelve months after he commenced such practice.

9. *Short title, collective title, commencement, and extent.*]—(1) This Act may be cited as The Solicitors (Clients' Accounts) Act, 1930.

(2) The Solicitors Acts, 1839 to 1928, and this Act may be cited together as the Solicitors Acts, 1839 to 1930.

(3) This Act shall come into operation on the 1st day of June, 1931.

(4) The provisions of this Act shall not extend to Scotland or to Northern Ireland.

Recent Decisions under Landlord and Tenant Act, 1927.

By S. P. J. MERLIN, Barrister-at-Law.

II.

In the last article the judgments given in the recent cases of *Hudd* v. *Matthews* (74 Sol. J. 465,), *Kruze* v. *Benskin's Brewery Co. Ltd.* (unreported), and *Stumbles* v. *Whitley* (73 Sol. J., pp. 367 and 782), were dealt with briefly. The short point decided in the first-mentioned case was that the basis of compensation for the goodwill attached to the premises by the tenant was the value of the goodwill accruing to the landlord and not the loss suffered by the tenant. In the second, it was held that a licensee of an ordinary public-house was not entitled to compensation, or a new lease, unless, perchance, he could show that he had attached or superimposed a greater goodwill to the premises than was attributable to the fact that the premises were licensed premises. In the third case the Court of Appeal decided that a tenant of a fishing hotel which in the old lease had been demised together with certain fishing rights was entitled to have the same fishing rights demised to him in the new lease granted under the Act.

Gough's Garages Ltd. v. *Pugsley* (74 Sol. J. 215; (1930), W.N. 87).—In this case the solicitors of the plaintiff company gave notice to the landlords, under s. 5 of the L.T.A., 1927, requiring them to grant the company a new lease of the demised premises. The said notice was in the form following:—

re Nos. 10 *&* 12 *Marsh Street, Bristol.*

"As solicitors and agents for and on behalf of Messrs. Gough's Garages Ltd., whose registered office is situate at No. 10, Broad Quay, Bristol, we hereby give you notice that in pursuance of s. 5 of the Landlord and Tenant Act, 1927, the said Gough's Garages, Ltd., require you to grant them a new lease of the above premises for a term of 14 years to commence from the 25th June, 1930, on the grounds specified in the above-mentioned section of the Act."

Subsequently, the debenture-holders of the tenant company, in exercise of the power in the debenture deed, appointed a receiver of the property comprised in the deed which property included the lease in question.

The receiver, in the name of the company, duly commenced proceedings in the County Court claiming a new tenancy of the premises under the Act. A few days later a petition was presented to wind up the tenant company, and a compulsory order was made and a liquidator appointed. In the County Court the following preliminary objections were taken on behalf of the landlords :—(1) That an order having been made to wind up the company, the receiver could not continue the action ; and (2) That the notice requiring a new lease was not in the *prescribed form* as required by r. 2 of Ord. 50B of the County Court Rules. The County Court judge upheld the preliminary objections and dismissed the action. The receiver appealed. The Divisional Court (GREER and ROMER, L.JJ., sitting as additional judges of the King's Bench Division) allowed the tenant's appeal. They held that the right to apply for the renewal of the lease under s. 5 of the Act of 1927 was a right given by the company to the debenture-holders as part of their security, and that the receiver was entitled to enforce that right notwithstanding the liquidation of the company. They also held that s. 5 of the Act did not require (as s. 4 does) that the notice of claim for a new lease should be in any prescribed form, and therefore that r. 2 of Ord. 50B was *ultra vires* so far as it required that the notice should be in a prescribed form. The case would therefore be remitted to the county court to be heard on the merits.

Although it is obvious that many different considerations might apply to cases wherein the tenant has been adjudged a bankrupt, and the lease has thereupon vested in his trustee as his successor in title, yet there does not seem any objection in principle to a claim for compensation or a new lease being prosecuted by the trustee in bankruptcy on behalf of the creditors, provided sufficient merits exist to sustain such claim, and the prospective lessee can be regarded as a "suitable tenant" within the meaning of s. 5 (3) (*a*).

Donegal Tweed Co. Ltd. v. *Stephenson* (73 SOL. J. 367 ; (1930), W.N. 214).—Many tenants have wholly and finally lost their rights under the Landlord and Tenant Act, 1927, by not giving their notices of claims within twelve months, or commencing their proceedings for a new lease not less than *nine* months of the expiration of their leases. In the above case the tenants duly gave notice to their landlords, acquiring a new lease, but did not commence their action in the county court within the time prescribed by s. 5, sub-s. (2) of the Act, viz., not less than nine months before the expiration of the old lease. When they issued their plaint note applying for a new lease the landlords contended that it was out of time. The tenants thereupon applied to the county court judge and asked him to extend the time for making their application. The county court judge held that he had no jurisdiction to extend the time. The tenants appealed on the ground that the statutory rules expressly made by the committee appointed to frame rules and orders for administering the Act contained the following provision in Ord. 50B, r. 14, of the County Court Rules :—

> "(1) Any party may at any time apply to the Court for directions ;
>
> "(3) The Registrar may at any time report to the Judge in relation to any such application, and the Judge may thereupon give or forward by post to the Registrar such directions in writing as may be necessary, *including an order for the extension of any time limited for the doing of any act or thing provided for by the Act or this Order.*"

The Divisional Court (SWIFT and ACTON, JJ.) dismissed the appeal, holding that it was plain that the Act contemplated that if a tenant desired a new lease he must, not less than nine months before the termination of the old one, give notice of the fact, and also make his application to the court. The county court judge held that he had no jurisdiction to alter the statute and counsel could point to no words indicating that the legislature meant that the time which it fixed might be altered by any body or person. It had been argued that r. 14 (3) of Ord. 50B of the County Court Rules 1903 to 1928 was a rule giving the county court judge power to alter any of the times fixed by the statute, but that was not so. The rule was a mere rule of procedure.

Dobbin v. *Ogden* (73 SOL. J., pp. 143 and 190; (1929), W.N. 151). —In this case the tenant on Friday, 23rd March, 1928, sent through the post in a registered letter addressed to the landlords at their address a written notice that he claimed to be entitled on the termination of his lease on 25th March, 1929, to a new lease under the provisions of the Landlord and Tenant Act, 1927. Presumably this notice reached the landlords on Saturday, 24th March, 1928, more than twelve months before the old lease expired, but a day before the Act of 1927, and the rules made thereunder, came into operation and force. When the claim subsequently came before the county court judge, the point was taken that the notice of claim having been served before the Act of 1927 came into operation, could not be and was not a valid notice under the Act, and he on this ground dismissed the claim. On appeal the Divisional Court affirmed the decision of the county court judge. The tenant appealed to the Court of Appeal, and it was there held that the appellant had given a proper notice under the Act when he brought it about that the landlords had the notice in their possession on the day when the Act came into operation, that the notice spoke not only on 24th March, but on 25th March, and on every subsequent day. It was therefore a valid notice under the Act and the county court judge ought to have heard the case and decided whether the appellant was entitled to the new lease which he claimed.

Emms Ltd. v. *Walker* (Div. Ct., 4th March, 1930) not reported. This case raised the important question as to which party should bear the costs of a reference under the Landlord and Tenant Act, 1927, where the tenant's claim to make improvements is partially successful. The facts were briefly these : The tenant had a lease of a basement. He proposed to make certain improvements which were specified in a plan and specification served on the landlord under ss. 1-3 of the Act. These proposals affected a right of way granted to other tenants in the same building. The landlord objected generally to the proposals as made, and particularly to those affecting the right of way. The referee in his report certified that the "improvement" was a proper improvement, reasonable and suitable to the character of the premises, *subject to three modifications which he set out.*

Counsel for the landlords stated that the costs of these matters were in the discretion of the court under r. 32 of Ord. 50B of the C.C. Rules, and he submitted that as the landlords were bound to appear and object to these proposals, as they originally stood in the plan and specification of the tenant, and as the referee had in his report given effect to several of these objections by modifying the tenant's proposals to a considerable extent, the landlord was entitled to the costs of the action as the tenant ought to have produced a plan and specification which were unobjectionable ; and as the landlord here had no alternative but to appear he ought to have his costs.

Counsel for the tenant submitted that as his client had been successful in the main part of his claim and the landlord had opposed the proposals throughout, that the tenant should have his costs. The court held, affirming the county court judge, that inasmuch as it was clear that in this case the landlord was obliged to appear to defend the case, as it was originally presented against him, and had been successful on three heads in his opposition, the tenant ought to pay the costs which had been allowed on Scale C.

A Conveyancer's Diary.

The Right to the Custody of Title Deeds.

A most interesting and instructive recent case upon the law with regard to the custody of title deeds is *Clayton* v. *Clayton* [1930] 2 Ch. 12.

A testator died, having by his will bequeathed settled legacies, and having thereby also by legal limitations settled freeholds, which in the events which happened became vested in the plaintiff free from all incumbrances and charges. From time to time there had been appointments of new trustees of the testator's will for the purposes of the Settled Land Acts and other purposes, and in particular three appointments by deeds dated in 1902, 1904 and 1915, respectively. By an appointment dated in 1924 the plaintiff had himself been appointed a trustee jointly with the other then trustees for the purposes of the Settled Land Acts so far as regarded the settled freeholds only. In 1929 the estates were released from all charges and interests affecting them in priority to the plaintiff's estate, and in that year the plaintiff and the other trustees executed a deed of discharge under s. 17 of the S.L.A., 1925. The plaintiff, therefore, became absolute owner at law and in equity of the freehold estates. There remained, however, the settled legacies, the trusts of which were still subsisting. The plaintiff claimed to be entitled to the three deeds of appointment of 1902, 1905 and 1915 on the ground that they formed part of his title to the freehold estates. The defendants claimed to retain these deeds because they related to the settled legacies, of which they were the trustees, and that the deeds did not assure any estate or interest in the freehold estates, the limitations in the will being legal limitations which conferred no estate upon the trustees for the time being.

Maugham, J., held that the plaintiff was not entitled to recover the three deeds of appointment from the defendants.

The right of an owner of land to hold the title deeds relating thereto has been established for a very long time. The leading authority is *Lord Buckhurst's Case* (1598), Moore (K.B.) 488. The effect of the judgment in that case was that the deeds belonged to the feoffee and passed to him without any special grant, unless the feoffor had bound himself to general warranty of the land to the feoffee, in which case the feoffor would require to retain the deeds in order to defend the title to the property. From that principle is deduced the rule that a vendor may retain deeds if he retains any legal interest in the lands or if the deeds refer to other lands to which he is entitled.

Whilst the title deeds may therefore be said to be, in a sense, attached to the land and pass with the ownership thereof, it seems that the deeds might be, as it were, severed from the land by the act of an absolute owner. Thus, in *Kelsack* v. *Nicholson* (1596), 4 Cro. Eliz. 496, it was said that the owner might give the deeds away, which would seem to imply that a subsequent owner could not recover them from the donee, although I doubt whether that would have been held to be so if it had ever been put to the test in an action. Again, in a settlement of realty the deeds might be granted to the remainderman, who would have been entitled to hold them against the tenant for life: *Ford* v. *Peering* (1789), 1 Ves. Jan. 72.

To come to more modern times, the question of the right to custody of title deeds arose in *Re Williams and Duchess of Newcastle's Contract* [1897] 2 Ch. 144. That case came before the court on a vendor and purchaser summons. The vendor was a mortgagee whose mortgage included, besides the land agreed to be sold, certain policies of life assurance. The vendor would not, after completion, retain any part of the land but he would retain the policies and it was contended on his behalf that he was entitled to keep the mortgage deed. It was held that the vendor was not so entitled. In the course of his judgment, North, J., said, "Apart from the Vendor and Purchaser Act, it is clear that the right to the deed would go with the land. Independently of that Act the owner of land is entitled to the custody of the title deeds relating to it and can maintain an action for them even though the conveyance to him contains no express grant of the deeds." It is true, as pointed out by Maugham, J., in the instant case, that that decision has been the subject of some criticism, but it has never been overruled or dissented from, so far as I know, in any reported case. The point at issue, however, in *Clayton* v. *Clayton*, was not one between vendor and purchaser. If it had been the provisions of s. 45 (9) (*b*) of the L.P.A., 1925, would have applied and the vendor would not have been bound to hand over appointments of trustees relating to a subsisting trust.

The real question in *Clayton* v. *Clayton* was—are appointments of trustees for the purpose of the Settled Land Acts title deeds in the proper sense of that expression, or, at any rate, in the sense in which that expression is used in the earlier cases to which I have referred? The deeds do not convey any estate in the land or create or confer any interest in it. In fact, when the law as to the title deeds belonging to the owner of the land was settled, deeds of that kind assuring no estate nor creating any power or charge and yet necessary to establish the title to the land were unknown, and the authorities to which a reference has been made and many others dealing with the same question are hardly in point. It seems to me to be quite clear that the deeds of appointment in dispute in *Clayton* v. *Clayton* were not title deeds in the proper legal sense and that on that ground the plaintiff's case necessarily failed.

The decision of Maugham, J., however, went further. The learned judge said, "But on the supposition that they" (the deeds) "are in a general sense title deeds, I hold that the right or title of the defendants to them as trustees, so long as they have duties as trustees to perform, precludes the plaintiff in the circumstances from succeeding in an action of detinue to recover possession of the deeds."

With great respect, I am not so sure about that part of the judgment, if we are to understand by it that, although the deeds were title deeds, the trustees would have the right to retain them. If that is what was meant, it seems to me to be opposed to the principle of the decision in *Re Williams and Duchess of Newcastle's Contract, supra*, and not to be supported by any of the earlier authorities. At the same time, I do not think that in any of the earlier cases the right to recover the title deeds was resisted on the ground that they related not only to the land but to other matters not connected with land, probably because such a case would not often have arisen.

There are, of course, instances where trustees were held entitled to hold the title deeds, but in every case the trustees had an estate in the land vested in them and required the deeds in order to protect their title which brought them within the rule laid down in *Lord Buckhurst's Case*.

Landlord and Tenant Notebook.

Expressing Restrictions on Alienation.

The L.P.A., 1925, altered the law by adding, in effect, the condition against alienation to those in respect of which relief from forfeiture may be given; the L.T.A., 1927, prevents a landlord who has qualified the covenant by providing for consent from exercising his right capriciously. The exclusion of the condition from the old C.A., 1881, may partly account for the very rigid interpretation of covenants against parting with possession to be found in various authorities; equity leaned against a forfeiture and sided with tenants against harsh landlords and careless draughtsmen.

The defence that the alleged assign or sub-tenant is nothing of the sort, but is a friend, relation, or other licensee, is frequently met with in practice, raised both by "Rent Act"

tenants anxious to resist the 5 per cent. increase and by those occupying other kinds of premises. It is at these, no doubt, that the seemingly verbose covenant sued on in *Jackson* v. *Simons* [1923] 1 Ch. 373, was aimed; the tenant bound himself "not to assign or underlet, or part with the demised premises or any part thereof, or part with or share the possession or occupation thereof or any part thereof." When, pursuant to a verbal agreement, those managing a neighbouring night club brought chairs and a table into the shop every evening and, after screening off the counter, sold tickets to their patrons, it was admitted in court that occupation had been *shared*.

This case was approved in *Chaplin* v. *Smith* [1926] 1 K.B. 198, C.A., in which the covenant was less comprehensive: "not to assign, underlet or part with the possession of or otherwise dispose of the premises or any part thereof." The tenant had virtually "turned himself into a company" carrying on the business at the premises, which were its registered address. This was held to be no breach: "a man may abstain from parting with premises although he allows another to use them," said Warrington, L.J. But, as showing how fine a distinction may be drawn in this kind of case, it is interesting to note a remark of Bankes, L.J., in the course of his judgment: "If instead of retaining possession he had gone abroad and left the management of the company to some other officer of the company the court might have been driven to a different conclusion." Doubtless the same would apply if the covenant had been worded like that in *Jackson* v. *Simons*.

The much shorter form, "not to assign or part with this lease or the premises hereby demised or any part thereof," was considered by the High Court and the Court of Appeal in *Russell* v. *Beecham* [1924] 1 K.B. 525, C.A., and four judges came to three different conclusions as to its meaning and effect. The tenant, after mortgaging his term, had sub-let two rooms, the grant being *ultra vires*; the latter circumstance was the basis of the ruling of Bailhache, J., that no good title having been conferred, the covenant was not broken. Scrutton, L.J., held that in the case of parting with part of the premises a forfeiture notice should have been given. But Bankes and Atkin, L.JJ., rest their judgments on older authorities and point out that a lessor intending that mere parting with possession shall be a cause of forfeiture must make that intention quite clear; part with means part with *entirely* or *completely*. "The lessor if he pleased might have provided against the change of occupancy as well as against an assignment, but he has not done so by words which admit of no other meaning," was said in *Crusoe* v. *Bugby* (1771), 1 W.Bl. 766.

The judgment of Scrutton, L.J., in *Russell* v. *Beecham* was not followed by the High Court in *Abrahams* v. *MacFisheries Ltd.* [1925] 2 K.B. 18, in which the tenant had sub-let part "subject to consent," but had permitted the intending sub-tenants to enter, effect repairs and start business. The case is distinguishable from the older authority of *Peebles* v. *Crossthwaite* (1897), 13 T.L.R. 37 and 198, C.A. (an agreement by executors to sell to a company of which they were directors), which had been followed in *Chaplin* v. *Smith*, for it could not be said that possession was in any way retained.

The importance of keeping the various notions distinct is emphasised in the case of "Rent Act" property by the recent decision in *Wilkins* v. *Carlton Shoe Co. Ltd.*, 74 Sol. J. 285, in which a statutory tenant had tried to evade the consequences of *Keeves* v. *Dean* [1924] 2 K.B. 685, C.A., by executing a declaration of trust in favour of, instead of assigning to, the defendant company; it was held that he had completely parted with possession, and the statutory tenancy was thereby determined.

Mr. Frederick Hugh Thomas, solicitor, of Wilbury-gardens, Hove, and of Pavilion-buildings, Brighton, left estate of the gross value of £9,773, with net personalty £7,574.

Our County Court Letter.

THE EXERCISE OF LIFE TENANT'S POWER BY TRUSTEES.

The circumstances under which the above may be authorised were considered in the recent case of *In re Williams; ex parte Butler*, at Worcester County Court, on a motion by the trustee in bankruptcy of the tenant for life. The assets included an interest in a farm, which had been devised to the bankrupt for life (subject to the payment to his sister of an annuity of £78), with remainder to his children, the annuity to be a charge on the property after his death. The trustee was in a position to lease the farm at a yearly rent of £376 for seven or fourteen years from the 29th September, 1930, but the bankrupt had stipulated, as a condition of executing the lease, that he be paid a personal allowance of £50 a year. The trustee in bankruptcy contended that this was an unreasonable refusal to exercise the powers of a tenant for life, and an application was therefore made (under the Settled Land Act, 1925, s. 24) that the trustees of the will be directed to execute the lease, instead of the bankrupt. The case for the trustees of the will was that, by reason of a default in payment of the annuity, the tenant for life had broken a condition of the will, and therefore his interest had passed to themselves (for the benefit of his children) and had never vested in the trustee in bankruptcy. The case for the bankrupt was that his refusal was not unreasonable, as he required the £50 a year towards the support of his six children. His Honour Judge Roope Reeve, K.C., held that (*a*) the annuity was not a personal obligation of the bankrupt, but was a charge on the property during his life as well as after his death, (*b*) his interest was therefore not defeasible and had passed to his trustee in bankruptcy. The above section, however, did not empower the court to direct the trustees of the settlement against their wishes, as the only jurisdiction was to authorise them (by consent) to exercise the powers of the tenant for life. Moreover, the bankrupt's stipulation was not unreasonable, as he was merely seeking compensation for the loss of his employment, viz., as manager of the farm for the trustee in bankruptcy. In place of the order as asked, His Honour therefore sanctioned the payment of £50 a year out of the rent to the bankrupt as an inducement to execute the lease in exercise of his powers as tenant for life.

The above section is therefore only applicable to cases where the tenant for life and the trustees concur, and no power is conferred of overruling either of these parties at the instance of a third party. An occasion for invoking the provisions of the section arose in *In re Craven Settled Estates* [1926] 1 Ch. 985, in which there was an application for relief from responsibility by a tenant for life who was frequently abroad. Mr. Justice Astbury held that the applicant, although possessed of a life tenant's powers under s. 23 (1) (*a*), was merely a statutory owner, according to the definitions in s. 117, and not a life tenant within s. 24. No order could therefore be made, under the last-named section, authorising the trustees to exercise the life tenant's powers, but the applicant was similarly not within s. 104 (1), which prevents a life tenant from releasing his powers. He was therefore entitled to release his powers by deed under the Law of Property Act, 1925, s. 155, whereupon the Settled Land Act, 1925, s. 23 (1) (*a*), would cease to operate, and the trustees would thus acquire the life tenant's powers under s. 23 (1) (*b*).

The position of a tenant for life residing abroad was also considered in *In re Cecil's Settled Estate* (1926), W.N. 262, where it was pointed out that, under s. 24, it must be shown to the satisfaction of the court that the tenant for life consents to the authority being given to the trustee to exercise his powers. Mr. Justice Eve therefore directed that the tenant for life should be made a party, as his concurrence was not strictly proved merely by means of his signed consent as an exhibit to an affidavit.

Practice Notes.

POISONS SOLD FROM AUTOMATIC MACHINES.

An interesting case recently came before His Honour Judge Crawford at Wood Green County Court, in which the learned judge delivered a considered judgment on 26th June.

The action was brought by the Pharmaceutical Society of Great Britain against one of its own members, a Mr. H. R. Watkinson, carrying on business as a chemist at Lordship-lane, N., and the plaintiffs sought to recover a penalty of £5 under s. 3 (1) of the Pharmacy Act, 1908. That section reads as follows :—

> "(1) Any person who, being a duly registered pharmaceutical chemist or chemist and druggist, carries on the business of pharmaceutical chemist or chemist and druggist shall, unless in every premises where the business is carried on the business is *bona fide* conducted by himself or some other duly registered pharmaceutical chemist or chemist and druggist, as the case may be, and unless the name and certificate of qualification of the person by whom the business is so conducted in the premises is conspicuously exhibited in the premisses, be guilty of an offence under section fifteen of the Pharmacy Act, 1868."

It was a friendly action, brought to determine the legality of the sale of poisons and poisonous substances from automatic machines. The plaintiffs' case was that on certain dates the defendant sold, or offered for sale, certain poisonous substances from an automatic machine placed on his premises, and that the business done in this way was not conducted by a duly registered chemist and druggist. As to the facts there was no dispute. The automatic machine, which contained bottles of a poisonous preparation called "Lysol," was placed outside the defendant's shop, a few feet from the doorway and was fixed to the side wall. Any person—even a child—could reach the opening into which a coin had to be slipped which released a bottle of "Lysol." The machine was divided into compartments containing various drugs, but there was no special lighting provided, so that the public had to rely upon the ordinary street lighting to ascertain which drawer to pull in order to obtain the particular article required. The judge found, upon the facts, (1) that the defendant had placed the machine in such a position that it formed part of his premises with the object of inviting the public to purchase from it; (2) that he placed or caused to be placed in it bottles of "Lysol" which was a poison; (3) that as the "Lysol" could be obtained at times when the shop was closed no supervision was or could be exercised over its sale; (4) that defendant by selling articles in the automatic machine at hours when the shop was closed was thereby carrying on the business of a chemist and druggist at the machine.

Upon these findings his honour said the section required that a person carrying on business as a duly registered pharmaceutical chemist or chemist and druggist should see that the business was "*bona fide* conducted by himself." He thought those words implied active participation in the business of a chemist and druggist. In his judgment, the defendant carried on business as a chemist and druggist through the medium of the automatic machine, through which he sold to the public dangerous poisons, and that such business was not *bona fide* conducted by himself. The evidence satisfied him that any child tall enough to place a coin in the slot could take a bottle of "Lysol," and do so without the knowledge of the defendant or any person in his employ or anyone else, except a passer-by. He gave judgment for the plaintiffs for the amount claimed, and costs.

At a recent meeting of the Council of the Library Association, Alderman J. S. Pritchett, Barrister-at-Law, Birmingham (Recorder of Lincoln), was appointed Honorary Legal Adviser to that Association in succession to Lord Macmillan, K.C., who resigned on his appointment as a Lord of Appeal.

Correspondence.

The Solicitors Bill.

Sir,—This idea of separate banking accounts for solicitors and their clients was mooted some twenty-five to thirty years ago, when the late Sir John Hollams, on being asked "what he thought of it," caustically observed, "Well, if *I* hold the keys of both tills, how much further are you ?"

The idea of making *honest* solicitors contribute to a fund to make good the defalcations of *dishonest* solicitors, is on a par with making non-motorists contribute to a fund to pay for the misdemeanours of reckless motorists.

However, if we *have* to have a Bill to keep us honest, we had better have one from the pen of Sir John Withers (who has great experience) rather than one framed by some "busybody" with no knowledge. Of course, the whole idea is inequitable, but I'm told that the "House" *will* have it !

Addlestone. Ernest B. Hawksley.
13th July.

The Law Society's Bill.

Sir,—May I point out to your correspondent (former solicitor (retired)) that in all probability this Bill will pass into law unless active steps are at once taken to oppose it. From the retired solicitor's point of view the Bill is objectionable, inasmuch as it compels him to become a member of the Society, and to pay whatever sum is demanded by way of subscription (and, possibly, by way of levy), without giving him the opportunity of receding from the Society. Many of us who live in the country have no objection to paying the sum of £1 11s. 6d. per annum towards the Society's funds, provided we are allowed to do so voluntarily, but it is quite another matter to be compelled to make this, or any other, payment for the rest of our days. The matter does not, however, stop here for it is clear that from 1931 the subscription to the Society will be considerably increased, eventually, I fear, amounting to at least £10 10s. per annum for full membership. The benefit derived by the country solicitor from his connexion with the Society can be described as something less than negligible.

I suggest that a committee should be formed, if not to oppose the Bill, then to lay before the House of Commons the point of view of the retired solicitor, and, if considered advisable, the point of view of the practising solicitor. One spokesman can put forward both points of view without, I think, causing one to gain at the expense of the other. I am too much out of the way, geographically, to take an active part in the proceedings, but I shall be pleased to pay my share of the necessary expense incurred in forming the committee, and carrying out the programme suggested. My name and address can be given to any solicitor who desires to co-operate. Time is short, and I hope all interested (whether practising or not) will favour me, or you, with their views and suggestions.

Isle of Wight. "Observer."
14th July.

The Solicitors Bill.

Sir,—As you have commented favourably on the Bill introduced into Parliament by Sir John Withers, may I crave space to express a contrary view.

Some of the objections are summarised in your report of the annual meeting. You also point to the very great practical difficulties.

As *The Times* points out, less than ·073 per cent. (that is about 11) solicitors on the average have failed in their duty. But no one apparently asks who and what are the solicitors who default and who instruct them, and why ? Is it not often a case of "a fool and his money being parted," or "expecting West End service at East End prices" ?

Sir John Withers's Bill will add additional burdens to the honest, provide a very doubtful protection to the foolish, and indirectly assist dishonesty.

If its provisions as to bank accounts are to be effective, banks would be fixed with notice of trust as to clients' accounts, and could not honour clients' account cheques without enquiry to which the dishonest would, with seeming honesty, dishonestly reply, but which would hamper proper business.

An accountant would be dependent on the solicitor whose accounts he was auditing for all explanations required and the dishonest would be guaranteed a year to perfect his plan and could so juggle with his bank accounts as to give himself nearly twenty-four months to make away with the money. Meanwhile his clients would be given a false sense of security and put off enquiry.

Carelessness in solicitors might be checked. But are such careless persons fit to be solicitors? How will this Bill, which seems to give protection, protect the foolish over-trusting client?

The Law Society's Bill, as amended, is free from these objections. If further disciplinary powers are needed new rules or amended bye-laws can supply them. There is nothing to prevent these from providing in appropriate cases for a general overhaul of the accounts of a solicitor against whom an enquiry is allowed.

Sir John Withers's Bill is a further attempt at grandmotherly legislation fostering the idea that individuals need not think or fend for themselves. No one is compelled to employ any particular solicitor, and any client can at any time ask his solicitor to account and what accounts he keeps, and if he does not receive a satisfactory answer his remedy is to remove his business—not to ask The Law Society or the Government to make the foolish wise or rogues honest.

2, Laurence Pountney Hill, E.C.4. MAX. C. BATTEN.
15th July.

Legal Parables.

LVII.

The Value of the Printed Word.

THERE was once a learned clerk to justices who was so careful that he always wanted authority for every proposition before he advised his bench to accept it. He preferred High Court cases, of course; but, failing that, it was well to read him a passage from Stephen, or Russell, or Archbold, or somebody, to convince him that he would be safe.

A solicitor who knew his predilections found himself one day with a case he particularly wished to win, but which meant a dead failure unless he could get away with a submission which he himself considered pretty rotten.

"The trouble is," he said to his articled clerk, "there's no authority I can quote."

"There wouldn't be," said his clerk darkly.

"Why not?" inquired his principal.

"The contrary is too perfectly obvious!" retorted the clerk loftily.

"I've got it!" answered the solicitor, after a pause. "I've got it! We've a whole fortnight."

"A whole fortnight for what?" asked his clerk.

"Oh, nothing!" replied the solicitor dreamily.

The case came on in due course, and the solicitor noted to his satisfaction that the other side was unrepresented. When he made his submission the clerk to the justices looked a little startled.

"Any authority for that?" he asked sharply. "It sounds quite preposterous."

"Well, not exactly a binding authority," said the solicitor, gently, "but I have here an expression of opinion which is precisely in point."

"Is it a deceased author who is accepted as an authority?" asked the clerk.

"Not exactly," said the solicitor once more. "I mean to say, I can't vouch for it that he is dead, because it is a quite recent article in the *Attorney's Weekly*; but as for its being authoritative, you will, I am sure, admit that all contributors to that admirable periodical write with authority. This happens to be unsigned, but I take it that matters not at all."

"Certainly, certainly!" said the clerk. "I'll read it, for what it's worth. I take it you adopt it as your argument?"

Having read it, he announced that it certainly *read* reasonably enough, and perhaps he had not quite appreciated the point before. He strongly advised the bench to decide accordingly, which they did.

Back in his office, the successful solicitor met his articled clerk's inquiry with a chuckle.

"Who was the author? Never you mind. Anyway he won't be a deceased author as long as I can keep him alive!"

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Come, ye Muses, waken the lyre to the notes of a sublime hymn! Now leap. Now freely foot a measure on the sward. Euterpe, Terpsichore, Polyhymnia, ready please! Mr. John Hughes implores the favour of your assistance. Thank you.

"Not fair July tho' plenty clothe his fields,
Tho' golden suns make all his mornings smile,
Can boast of aught that such a triumph yields
As that he gave a Parker to our isle.
Hail happy month! Secure of lasting fame
Doubly distinguished thro' the circling year.
In Rome a hero gave thee first thy name,
A patriot's birth makes thee to Britain dear."

These lines signify that on the 23rd July, 1666, was born Thomas Parker, destined to become Earl of Macclesfield and Lord Chancellor.

If there were eight Muses we might let the matter rest here, but Clio now takes up the tale.

After seven years in office, the Earl suddenly resigned in 1725. A month later he was impeached for corruption in selling offices contrary to law and taking extortionate sums for them with knowledge that payment was defrayed out of suitors' money. The Lords found him guilty and imposed a fine of £30,000.

Now look at his portrait—a clever, shrewd, unscrupulous face. *Respice finem*!

THE PERIL OF THE SURETY.

Last week an unfortunate gentleman was reported to have forfeited £100 because an individual whom he believed to be a man of honour failed to keep an appointment with Mr. Boyd at Westminster Police Court.

One is reminded of a remark from the United States Courts uttered by Chief Justice Appleton. He said: "Almost all who sign as surety have occasion to remember the proverb of Solomon: 'He that is surety for a stranger shall smart for it, and he that hateth suretyship is sure.' But they are nevertheless held liable upon their contracts, otherwise there would be no smarting and the proverb would fail."

Of course there are often the best reasons for not surrendering. In one such case a learned counsel whose client's case was hopeless pithily summed up the situation:—

"My good man," he said, "it is my duty as a loyal subject to advise you to surrender and take your trial, but if I were in your shoes I'll be damned if I would."

Mr. J. A. COMPTON, M.A., Solicitor, Deputy Town Clerk of Reading, has been appointed Deputy Town Clerk of Greenwich.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

De-control of Flats.

Q. 1963. A dwelling-house to which the Acts apply was occupied by two statutory tenants, A who occupied the lower flat and B who occupied the upper flat. In May, 1929, A got into arrears with his rent and an order for possession was obtained from the county court and A was ejected. B then agreed with the landlord to take over and rent the whole of the dwelling-house including both his own upper flat and the then vacant lower flat, and a tenancy agreement was entered into in July, 1929, between the landlords and B, under which the landlord let the whole house to B for the term of one week and thereafter from week to week until determined by one week's notice at a rent of £1 per week. Is the whole dwelling-house as now occupied by B de-controlled ?

A. The upper flat has been continuously occupied by B and is therefore not de-controlled, and the landlord's recovery of possession of A's flat is prevented from causing de-control, owing to the Rent, etc., Restrictions Act, 1923, s. 2 (1), second proviso. The tenancy agreement with B is not within the above Act, s. 2 (2), and therefore de-control of the lower flat is not effected by that means. The result is that the whole dwelling-house, as now occupied by B, is not de-controlled.

Defective Kitchen Range.

Q. 1964. My client bought a new £550 house, and had the option of a moderate or better quality kitchen range. She, naturally, chose the better one, but this through defective setting, which we are able to prove through an architect and the manufacturer's expert, smoked so much that you were unable to have anything in the plate chamber, neither could the oven or water become properly hot. The builder of the house tried to remedy the defect at various times, but each time there was no improvement as there was no serious attempt to get to the real cause of the trouble which was, of course, defective and improper setting. After pressure, the builder tried to stop up the air holes in the oven, but this availed not, and then he refused to do anything further, saying that he was under no obligation to do anything as he was immune from liability under and by virtue of two clauses in the contract of sale. The clauses referred to were these :—

"(*a*) The Vendors will execute and complete the said house hereby agreed to be sold in a proper and workmanlike manner to the satisfaction of the Local Authority and hand the same over to the Purchaser as duly completed with vacant possession on completion of the said purchase, the kitchen breast of kitchen chimney shall be in the kitchen only.

"(*b*) Completion of the purchase and payment of the balance of the purchase money shall take place at the offices of the Vendor's Solicitors within 7 days of the granting by the Local Authority of the Certificate that the said house is ready for occupation and such certificate shall be conclusive evidence that the said house has been properly completed in accordance with the preceding clause hereof."

My client has employed an independent man, on the advice of the architect, to take out and re-set the oven, and this he has had done, and it was found that the kitchen range had not been properly set. Now it is intended to saddle the builder with the costs incidental to this matter, i.e., the employment of the manufacturer's expert and his expenses, the taking out and re-setting of oven, the necessary cleaning up after the work, and the food which has from time to time been completely spoiled with soot, and I have advised my client to claim £25 to cover general and special damages. In my own view, the two clauses have nothing whatever to do with the case as it can only refer to the structural part of the house in which, of course, the corporation surveyor is interested and concerned. Beyond this the builder is under a duty to make a perfect job and this he impliedly warrants by reason of his skill for the work. I therefore submit that the action proposed to be commenced against the builder is maintainable.

A. The questioner's view is correct, as the clauses relied upon by the builder only apply to matters governed by the bye-laws, e.g., damp course, drainage, water supply and gas and electric connexions. Matters such as shrinkage of doors and window frames, bells that will not ring, chimneys that smoke, plaster which falls down, and paint which peels off, are matters outside the above clauses. These are not within the jurisdiction of the local authority, but are cognisable at common law, and a claim is maintainable for damages for express or implied breach of warranty, the suggested sum of £25 being a reasonable amount to claim.

Income Tax—Revocable Trusts in Favour of Children.

Q. 1965. A wishes to reduce his liability to income tax and sur-tax. A has several children, some of age and others under. To those of age he at present makes voluntary allowances. A now proposes to transfer certain investments to B and C who, under a trust deed, will hold the investments upon trust to pay the income by way of annuity in the proportions therein provided and as to those under age to apply the same for their advancement, benefit or maintenance during minority during the joint lives of A and the annuitants. A wishes to be in a position to be able to revoke any of the annuities and proposes to reserve to himself the power with the consent of the trustees to revoke the settlement in whole or in part as he with the consent of the trustees may think fit. Having regard to the provisions of the Finance Act, 1922, s. 20 (1) (*b*), would a trust of this description effectually save A income tax and sur-tax upon the income of the investments so transferred ?

A. As the revocation of trusts can only be made with the consent of the trustees, such a settlement would seem to be effectual as regards the children who are of age. With regard to the minors, it is doubtful if it would be effectual during their minority. A trust for payment during the joint lives of a child and its father would seem in law to be within the meaning of "some period less than the life of the child" in s. 20 (1) (*c*).

Devise of Mortgaged Land—Direction to Pay Mortgage Out of Residue—Whether a Pecuniary Legacy.

Q. 1966. Where a testator devised real estate, subject to a mortgage, with an express direction that the mortgage shall be paid off out of his residuary estate, does this direction amount to a pecuniary legacy to the devisee so as to make it liable to abate in the event of the residue being insufficient to pay the mortgage and the general pecuniary legacies in full ?

A. It is considered this is not a pecuniary legacy on the grounds that the direction merely restores the devisee to the position she would have been in before Locke King's Acts, now s. 35 of A. of E. A., 1925, and that the direction that the debt should be paid out of residue is merely an extension of the specific devise and not a "general direction" such as is referred to in the definition of pecuniary legacy in s. 55 (1) (ix) of the latter Act.

Notes of Cases.

House of Lords.

Whitley *v.* **Stumbles.** 27th June.

LANDLORD AND TENANT—"PREMISES"—HOTEL WITH FISHING RIGHTS—EXPIRY OF LEASE—GRANT OF NEW LEASE—LANDLORD AND TENANT ACT, 1927, ss. 4, 5, 17.

This was an appeal from the Court of Appeal, 1930, 1 K.B. 393.

The respondent Stumbles was the tenant of an hotel which was demised by the appellant Whitley to the respondent's predecessor, together with certain exclusive rights of fishing which adjoined the hotel. The question was, whether those rights could be included in a new lease of the premises at which the business was carried on within the meaning of s. 5 of the Landlord and Tenant Act, 1927. On 25th March, 1928, the respondent gave notice to the appellant under s. 5, that he recognised a new lease of the premises on the ground that compensation for loss of goodwill would not compensate him if he were compelled to remove. The matter was referred to a referee who reported that a new lease should be granted of the hotel and fishing rights for seven years. The report went before the County Court judge who held that the fishing rights were not premises. But the Divisional Court and the Court of Appeal held that the fishing rights should be included in the new lease. The landlord appealed.

Lord HAILSHAM said the argument for the appellant proceeded on the view that the word "premises" could not be treated as being used in the ordinary signification of what had gone before, but was confined to buildings and structures, or at any rate that it did not include anything in the nature of a *profit à prendre*. It was conceded that in its strict legal meaning the word "premises" was used as meaning the subject matter of the *habendum* in a lease, but it was said that if the earlier sections of the Act were looked at the word was used in a colloquial sense as denoting lands and buildings only. But it was conceded that in some parts of the Act the word certainly included easements, and he thought that the legislature in s. 17 intended the word "premises" to be used in the strict legal sense of the term. Any other construction would defeat the purpose of the Act, which was that a tenant should, in the circumstances mentioned in the Act, by obtaining a new lease of the premises be enabled to carry on thereat his trade or business in the same way as before.

Lords WARRINGTON OF CLYFFE, ATKIN, THANKERTON and MACMILLAN concurred.

COUNSEL: *Du Parcq*, K.C., and *G. D. Roberts; Topham*, K.C., and *S. P. J. Merlin*.

SOLICITORS: *Philip Conway, Thomas & Co.*, for *Harold Michelmore & Co.*, Newton Abbot; *Neve, Beck & Crane*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***In re* Prevost: Lloyds Bank** *v.* **Barclays Bank.**

Eve, J. 1st July.

WILL—CHARITY—GIFT TO THE LONDON LIBRARY—NOT A CHARITY—NOR TENDING TO A PERPETUITY.

This was an originating summons taken out by the trustees of the will of the late Captain William Prevost, dated 11th August, 1926, to have it determined whether a gift of the testator's residuary real and personal estate to the trustees of the London Library, St. James's-square, was valid or to what extent invalid. The gift in the will was as follows: "I give, devise, bequeath and appoint all the residue of my property of what nature or kind soever and wheresoever situate to the trustees of the London Library, St. James's-square, S.W., to be held by them in trust for the general purposes of the institution and for the benefit of the staff of that institution." By a codicil dated 28th December, 1928, the testator gave all his estate which he might not have effectually disposed of by his will to the defendant F. G. d'Hauteville with a gift over in case the latter predeceased the testator. The testator died on 11th June, 1929, and his will, together with three codicils, was proved on 19th September, 1929.

EVE, J., in giving judgment, said it was conceded that the testator's suggestions created no trust and the validity of the bequest of the personal estate was not seriously impeached, but as regarded the real estate it was contended that the devisees could not accept it and that it tended to a perpetuity. In his opinion neither of those objections could be maintained. The gift was not a charitable gift in that the library was not a charity but an institution for mutual benefits. No case had been established of incapacity to acquire realty by gift. The gift was to the library to be expended in carrying out the objects of the society, and was valid unless it infringed the rule against perpetuities. He could see nothing in the terms of the residuary gift or in the rules of the library to prevent the expenditure of the corpus of the property, and in his opinion the case fell within the class of cases of which *Cocks* v. *Manners*, L.R. 12 Eq. 574, was the leading authority. He held therefore that the gift was valid and ought to be carried into effect.

COUNSEL: *C. R. R. Romer; Gover*, K.C., and *Guest Mathews; Swords*, K.C., and *Douglas Johnston*.

SOLICITORS: *Fladgate & Co.; Gedge, Fiske & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Kitcat *v.* **King and Another.**

Bateson, J. 24th June.

PROBATE—WILL AND CODICIL—WORDS OF REVOCATION IN CODICIL—"THIS IS THE LAST WILL AND TESTAMENT OF ME"—INTENTION TO BE GATHERED FROM DOCUMENTS THEMSELVES—BOTH ADMITTED TO PROBATE—FOUR SIGNATURES WITNESSING CODICIL—TWO SIGNATURES OF BENEFICIARIES—ORDER OF SIGNATURES—OMISSION OF SIGNATURES OF BENEFICIARIES FROM PROBATE OF CODICIL.

In this action the plaintiff propounded a will of the testatrix drawn by a solicitor dated the 26th July, 1906, together with a home-made codicil dated the 10th May, 1929, and asked that there might be omitted from the probate two out of the four signatures appearing below the signature of the testatrix to the codicil in the following circumstances: Under the will the two defendants, sisters of the testatrix, each took a life interest in the residue, with remainder to a nephew and niece, children of one of them. The codicil termed "Codicil to be attached to my Will," but beginning with the words "This is the last will and testament of me" gave specific property to the nephew and niece, in effect, revoking the provisions of the will. The codicil was signed by the testatrix and appended to an informal attestation clause appeared the four signatures of the above-mentioned beneficiaries under both documents, the beneficiaries under the codicil having signed in the first and third places. Evidence was given of the due execution of the will and codicil, and to the effect that the nephew and niece had only appended their signatures to the codicil by way of approval and to make the document "legal." The defendants submitted to the judgment of the court.

BATESON, J., said that following *Simpson* v. *Foxon* [1907] P. 54, he would admit both testamentary papers to probate, and following *In the Goods of Smith* (1889), 15 P.D. 2, he directed that the two signatures should be omitted from the probate as desired.

COUNSEL: *H. Durley Grazebrook*, for the plaintiff; *H. B. D. Grazebrook*, for the defendants.

SOLICITORS: *Wood, Nash, Hewett & Riddett*, for *Paul and Kitcat*, Tetbury.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Legal Fictions.

IV.

Three plus one equals nought.

It is fairly accepted that every Pedestrian is a Jay, and thus Fair Game for all who move on Wheels.

Though some Awkward Rules still exist, yet the Law, which itself is said to be but a Pedestrian on Four Legs, can be beguiled by a Carrot.

Thus, Mechanically Propelled Drivers who are Drunk could aforetime be punished by fine. Thereafter Those who Desired not Sudden Death sought to increase this punishment even to a Maximum of three months' imprisonment.

Then certain Parliament Men much given to Mechanical Propulsion and Miles Per Hour, put together their heads, and moved for a Yet Greater Maximum, to wit, four months' imprisonment.

This they did, well knowing that those liable to more than three months' imprisonment may (apart from "anything in any other Act to the contrary notwithstanding," as to which see "Legal Fiction, No. 2") demand to be tried by a Jury; knowing also that by the Nature of the Jury, and by the Art of Those who Know Every Move in the Game, the Driver who Steers Wildly and Smells of Drink is like to be Acquitted, as one who, though In His Cups, is not Drunk in the Police Court Sense, or, as it is sometimes put, Not Properly Drunk; the defence of those who Mechanically Propel themselves on the Border Line of Intoxication being moreover much helped by Medical Experts, who Differ greatly as to the Nature of Drunkenness, each hotly following after his own Definition and therewith Darkening the Minds of the Twelve Good Men and Women True.

The Amendment was Accepted, and when later it was sought to Curb the Driver who is Dangerous, not by reason of Alcohol, but from Disregard of his Fellows or mere Lightness of Heart, the Precedent was avowed, and Parliament followed it with Open Eyes.

The first moral is that Things are Not always What they Seem. The second moral is that the Cat *can* be Choked with Cream.

Societies.

Inner Temple.

GRAND DAY.

The Treasurer (Viscount Sumner) and the Masters of the Bench of the Inner Temple entertained at dinner on the Grand Day of Trinity Term, the following guests:—The Spanish Ambassador, the Marquess of Londonderry, The Earl of Selborne, Viscount Hailsham, Lord Hugh Cecil, the Bishop of Winchester, Lord Stanley of Alderley, Lord Chanwood, Lord Carson, Lord Merrivale, Lord Bayford, Mr. Justice Eve, the Treasurer of the Middle Temple, Admiral of the Fleet, Sir Charles Madden, Sir William Malkin, Sir Owen Seaman, the Headmaster of Eton College, the Reader, and the Sub-Treasurer.

The following Masters of the Bench were present:—Lord Darling, The Earl of Desart, Sir Francis Taylor, K.C., Viscount Ullswater, Mr. Justice Rowlatt, Mr. Howard Wright, Mr. Charles Gurdon, Lord Hanworth (Master of the Rolls), Mr. A. W. Bairstow, K.C., Mr. Alexander Grant, K.C., Mr. Justice Bateson, Mr. F. P. M. Schiller, K.C., Lord Macmillan (Honorary), Mr. Daniel Stephens, K.C., Sir Claud Schuster, K.C., Mr. R. F. Bayford, K.C., Mr. Francis A. Anglin (Chief Justice of Canada) (Honorary), Mr. A. T. Bucknill, Mr. Rayner Goddard, K.C., and Mr. W. H. P. Lewis.

Law Association.

The usual monthly meeting of the Board of Directors was held at The Law Society's Hall on Thursday, the 3rd July, 1930, Mr. C. D. Medley in the chair. The other Directors present were Mr. J. D. Arthur, Mr. Douglas T. Garrett, Mr. H. Ross Giles, Mr. G. D. Hugh-Jones, Mr. J. R. H. Molony, Mr. C. F. Pridham, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. W. M. Woodhouse, and the Secretary, Mr. E. E. Barron. A sum of £260 was voted in relief of deserving applicants and a further sum of £25 was voted towards a country holiday for some of the children of widowed pensioners of the Society, to which the Secretary reported donations received and promised in addition to further donations of £10 from Mr. C. G. Woodroffe and £20 from the Kershaw Trust Fund per Mr. A. F. O. Walbrook towards the general funds of the Association in consequence of the heavy calls for relief during the present time of depression.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society's Hall, Chancery-lane, on the 9th July, Mr. Henry W. Michelmore (Exeter) in the chair, the other Directors present being Messrs. F. E. F. Barham, A. C. Borlase (Brighton), E. R. Cook, T. S. Curtis, H. F. Galpin (Oxford), O. J. Humbert, H. A. H. Newington, P. J. Skelton (Manchester), M. A. Tweedie, and H. White (Winchester). £1,870 was distributed in grants of relief; fifty new members were elected; and other general business transacted.

London University.

FACULTY OF LAWS.

The following awards have been made in the Faculty of Laws at University College:—

Entrance Scholarship, V. P. M. J. O. Stranders (Henry Thornton School, Clapham Common).

Joseph Hume Scholarship (Jurisprudence), I. H. Jacob.

Comparative Law, Quain Professor's Prize (for best essay), T. J. F. Hobley.

Gloucestershire and Wiltshire Incorporated Law Society.

ANNUAL GENERAL MEETING.

The annual general meeting of the Gloucestershire and Wiltshire Incorporated Law Society was held at the Bear Hotel, Rodborough, Stroud, Glos., on Thursday, 10th July.

There were present H. St. G. Rawlins (Cirencester), President, W. R. Bloxam (Stroud), Vice-President, G. Brocklehurst-Taylor (Coleford), J. Bubb, W. J. Forbes, R. McLaren, G. F. Ticehurst, I. D. Yeaman (Cheltenham), R. W. Ellett, R. J. Mullings (Cirencester), C. F. Drinkwater, E. F. T. Fowler, E. T. Gardom, T. Hannam-Clark, J. H. Jones, F. H. King, J. E. Matthews, C. H. Taynton (Gloucester), E. C. Elwell (Highworth), A. L. Forrester (Malmesbury), G. H. Pavey-Smith (Nailsworth), A. H. G. Heelas, R. J. C. Little, J. L. Norris, R. H. Smith, F. Winterbotham (Stroud), A. C. Jonas (Salisbury), J. L. Calderwood, J. W. Pooley, J. W. Pridham (Swindon), H. Dale (Wootton Bassett), J. W. Haines (Gloucester), Hon. Treasurer, and Herbert H. Scott (Gloucester), Hon. Secretary.

Mr. W. R. Bloxam (Stroud) was elected President, and Mr. C. K. Hulbert (Salisbury) Vice-President, for the ensuing year.

Mr. H. H. Scott, of Gloucester, having retired from the secretaryship of the Society after holding office for twenty-seven years, Mr. Ian D. Yeaman, of Cheltenham, was appointed Hon. Secretary in his place.

A report was received from the Poor Persons Cases Committee of the Society recording the conduct by members of the Society without remuneration of all cases in the district coming within the Poor Persons Rules. It was further reported that as the result of the Society's action, poor persons' matrimonial cases could now be entered for trial at the assizes at Gloucester. A resolution was passed expressing the grateful recognition by the Society of the services of those members who had volunteered to conduct such cases.

The sum of £57 was granted for charitable objects, and seven new members were elected.

At the conclusion of the meeting a presentation was made to the retiring Hon. Secretary (Mr. Herbert H. Scott) in appreciation of his services since the year 1903. Mr. R. H. Smith, in making the presentation, referred to the progress of the Society and to Mr. Scott's distinction as a member of the Council of The Law Society, and Mr. J. H. Jones also spoke in felicitous terms in support. The gifts consisted of Compactom wardrobes for Mr. and Mrs. Scott, and a silver cigar case inscribed with the arms of the Society, together with a book containing an illuminated address with the names of subscribers.

After the meeting the members were entertained to tea by the President (Mr. W. R. Bloxam), at Thrupp Cottage, Stroud.

The Society consists of 134 members, solicitors practising in Gloucestershire and Wiltshire.

Parliamentary News.

Progress of Bills.

House of Lords.

Air Transport (Subsidy Agreements) Bill.
Read the Third Time and passed. [15th July.
British Museum Bill.
In Committee. [16th July.
Coal Mines Bill.
Consideration of Commons Amendments to Lords Amendments. [15th July.
Criminal Appeal (Northern Ireland) Bill. [H.L.]
Read the Third Time. [16th July.
Education (Scotland) Bill.
Read the First Time. [27th May.
Hairdressers and Barbers (Sunday Closing) Bill.
Read a Second Time and committed to a Committee of the House. [9th July.
Housing (No. 2) Bill
Read a Second Time. [15th July.
Housing (Scotland) Bill.
Read the First Time. [16th July.
Illegitimate Children (Scotland) Bill.
Read the Third Time and passed. [8th July.
Land Drainage (No. 2) Bill. [H.L.]
Read the Third Time and passed, and sent to the Commons. [3rd June.
Mental Treatment Bill. [H.L.]
Royal Assent. [10th July.
Overseas Trade Bill.
Read the Third Time and passed. [15th July.
Poor Prisoners Defence Bill.
Read the Third Time and passed, and returned to the Commons. [8th July.
Railways (Valuation for Rating) Bill.
Royal Assent. [10th July.
Sea Fisheries Regulation (Expenses) Bill.
Read the First Time. 16th July.
Third Parties (Rights against Insurers) Bill.
Royal Assent. [10th July.
Workmen's Compensation (Silicosis and Asbestosis) Bill.
Returned from the Commons, and agreed to with an Amendment. [16th July.

House of Commons.

Education Bill.
Read a Second Time. [29th May.
Employment Returns Bill.
Read a Second Time. [24th June.
Finance Bill.
Report Stage. [16th July.
Housing (Scotland) Bill.
Read the Third Time and passed. [15th July.
Isle of Man (Customs) (No. 2) Bill.
Read a Second Time. [15th July.
Land Drainage (No. 2) Bill. [H.L.]
Read a Second Time. [24th June.
Land Drainage (No. 2). [Money.]
Considered in Committee. [27th June.
Mental Treatment Bill. [H.L.]
Lords Amendments to Commons Amendments considered and agreed to. [20th June.
Overseas Trade Bill.
Read the Third Time and passed. [20th June.
Petroleum Bill.
Read a Second Time and committed to a Standing Committee. [10th July.
Pluralities Measure, 1930.
Motion for Presentation for Royal Assent after debate, agreed to. [26th June.
Public Works Loans Bill.
Considered in Committee. [11th July.
Public Works Facilities Bill.
Read a Second Time. [11th July.
Rent and Mortgage Interest Restrictions Act (1923) Amendment Bill.
Read the First Time. [16th July.
Road Traffic Bill.
As amended (in the Standing Committee), and not amended on Re-committal, further considered. [11th July.
Sea Fisheries Regulation (Expenses) Bill.
Considered in Committee and reported without Amendment. Read the Third Time and passed. [15th July.
Small Landholders (Scotland) Acts (1866 to 1919) Amendment Bill.
As amended (in the Standing Committee), considered. [23rd May.
Solicitors (Clients' Accounts) Bill.
Read the First Time. [9th July.
Third Parties (Rights against Insurers) Bill.
Lords Amendments considered and agreed to. [20th June.
Workmen's Compensation (Silicosis) Bill. [H.L.]
Read a Second Time. [20th June.
Workmen's Compensation (Silicosis and Asbestosis) Bill.
As amended (in the Standing Committee), considered.
Read the Third Time and passed. [15th July.

House of Commons.

Questions to Ministers

DIVORCE LAW (LUNACY).

Mr. KNIGHT asked the Prime Minister whether he has received a memorial, signed by 70 Members of the House of Commons, praying for facilities for the Bill to make certified lunacy of five years and upwards a ground for divorce; whether he is aware that there is a national demand for this reform in the divorce law; and whether he can see his way to grant facilities for the further stages of this one-clause Bill.

The PRIME MINISTER: Yes, Sir. As I have already informed My hon. Friend by letter, in the present state of Parliamentary business I regret it is not possible to grant facilities for the Bill referred to, and I can only refer him to the statement which I made on Business on the 25th June last. [30th June.

PROBATE (SMALL ESTATES).

Mr. FREEMAN asked the Attorney-General whether he will consider the desirability of introducing legislation to amend the present Probate Acts so as to provide that the distribution of legacies from intestates' small estates may be obtained in less than one year after probate has been secured.

The ATTORNEY-GENERAL: Administration of small estates within twelve months is now possible under the law as it stands, and I am informed that the number of cases where the administration is delayed beyond this period is very small. [30th June.

INDUSTRIAL AND PROVIDENT SOCIETIES ACTS.

Mr. R. RICHARDSON asked the Chancellor of the Exchequer whether it is proposed to refund to societies registered under the Industrial and Provident Societies Acts the corporation duty illegally demanded and collected under the Customs and Inland Revenue Act, 1885, having regard to the fact that the Inland Revenue authorities hold that the property of a body registered under these Acts is exempt.

Mr. P. SNOWDEN: If my hon. Friend will furnish me with particulars of any case he has in mind I will have inquiry made and let him know the result. [1st July.

TAXATION (PAYMENT IN ERROR).

Sir WILLIAM DAVISON asked the Chancellor of the Exchequer whether it is the practice of the Inland Revenue to make *ex-gratia* payments to a taxpayer who has been forced to pay taxes under a mistaken interpretation of the law by the Inland Revenue in the event of a legal decision putting right the mistaken opinion of the Inland Revenue.

The CHANCELLOR OF THE EXCHEQUER (Mr. Philip Snowden): No, sir. Speaking generally, the power of a taxpayer to require the re-opening of an assessment to income tax or surtax which has become final and conclusive is governed by the provisions of s. 24 of the Finance Act, 1923, which deals with certain cases of error and mistake; a judicial decision has no retrospective effect in relation to assessments which have become final and conclusive under the law. [1st July.

PUBLIC VEHICLES (DRIVERS' HOURS).

Mr. DAY asked the Minister of Transport whether his attention has been drawn to the dangers arising to the public through excessive hours of labour worked by drivers of licensed chars-a-bancs and motor omnibuses on long-distance routes; and whether he has taken any action in the matter.

The MINISTER OF TRANSPORT (Mr. Herbert Morrison): My attention has been drawn to the matter to which my hon. Friend refers and provisions to deal with it are included in clauses 19 and 92 of the Road Traffic Bill now before Parliament. [2nd July.

URBAN DISTRICT COUNCILS.

Captain P. MACDONALD asked the Minister of Health whether it is the intention of the Government to give effect to the recommendations contained in the final report of the Royal Commission on Local Government as regards the position and powers of urban district councils.

Miss LAWRENCE: These matters have received my right hon. Friend's consideration, but in view of the pressure of other business, he cannot promise legislation at the present time. [2nd July.

DUMMY EXECUTIONS, BODMIN PRISON.

Mr. FOOT asked the Secretary of State for the Home Department if he has received any protests against the exhibition of dummy executions at the disused Bodmin Prison; and if he will, in the sale of any prison premises in future, impose a restriction making these exhibitions impossible.

The UNDER-SECRETARY OF STATE FOR THE HOME DEPARTMENT (Mr. Short): Yes, sir, representations have been made to my right hon. Friend about this undesirable exhibition, and on any future occasion of a sale of prison premises the hon. Member's suggestion will certainly be borne in mind. [2nd July.

LEGISLATION (HUSBANDS AND WIVES' TORTS).

Mr. TINNE asked the Attorney-General whether he will introduce a Bill to relieve husbands from liability for their wives' torts unconnected with contract.

The ATTORNEY-GENERAL: The hon. Member will readily understand that there is no time to carry through further legislation during the present Session. Personally I feel sympathetically disposed towards such a Bill, and I will take an opportunity of speaking to the Lord Chancellor on the matter. [3rd July.

FACTORY INSPECTORATE.

Mr. GRAHAM WHITE asked the Home Secretary if it is his intention to carry out the recommendations of the Departmental Committee for the reorganisation and increase of the factory inspectorate.

Mr. CLYNES: Yes, Sir, the recommendations of the Committee have been generally approved and have been, or are in the course of being, carried out. Particulars of the changes decided upon were announced in the Press on 6th March last, and I will forward to the hon. Member a copy of the notice. [3rd July.

MEDICAL ACT, 1858.

Mr. FREEMAN asked the Minister of Health whether it is his intention to introduce legislation to amend the Medical Act, 1858, so as to procure recognition and independent regulation of osteopathy, and give its properly qualified practitioners a legal status equivalent to that enjoyed by other recognised professions.

Mr. GREENWOOD: The answer is in the negative. [3rd July.

THE LONG VACATION.

There is no more restful or peaceful holiday for the overworked and tired lawyer than a cruise on the waters, and there is no cruise on which one can experience such a continuation of thrills as that obtained by a voyage upon the Amazon, that mighty, mysterious river in Brazil. Rising in the Andes, in Peru, it flows right across the South American continent for a distance of 4,700 miles. It is by far the longest river known, easily eclipsing in the matter of length the Mississippi or the Nile. But its fascination does not lie in its great length, but in the dense primeval forests that line its banks, the wild life found in them, and its innumerable islands, lagoons, and swamps.

The great forests are peopled by semi-civilised tribes who to-day resort to the blow-pipe and the spear in pursuit of their quarry. The forest is the home also of many strange beasts, as well as uncanny insects, beautiful butterflies, and birds of the gayest plumage. The waters are alive with an extraordinary variety of fish. One can enjoy a fish diet every day without tasting the same fish twice. Full particulars may be obtained from the Booth Steamship Company. [Advt.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Legal Notes and News.

Honours and Appointments.

The Secretary of State for Scotland has appointed Mr. JOHN HAMILTON, principal depute Sheriff-Clerk Glasgow, to be Sheriff-Clerk of Ayrshire in room of Mr. A. Crawford, deceased.

At the Statutory General Meeting of the S.S.C., Edinburgh, the following Office Bearers were elected for the ensuing year:

President, Mr. ARTHUR M. THOMAS.
Vice-President, Mr. WILLIAM M. WHITELAW.
Treasurer and Collector of Widows' Fund, Mr. WALTER OLIPHANT.
Secretary, Mr. ALEXANDER WYLIE.

Mr. JOHN STEWART, Solicitor and District Clerk, Dunblane, has been appointed Town Clerk in succession to Mr. David T. Reid, who has retired.

Mr. ALEXANDER GILCHRIST, St. Andrew's, has been appointed Burgh Prosecutor in room of the late Mr. Alexander Doig.

Lord SANKEY and Professor A. PEARCE HIGGINS have been appointed British members of the Permanent Court of Arbitration at the Hague. The appointments are for a period of six months in accordance with the provisions of Article 23 of the Hague Convention of 1899 for the Pacific Settlement of International Disputes.

The King has been pleased to approve of the retention of the title of "Honourable" by Mr. PIERRE BASILE MIGNALT, lately a Puisne Judge of the Supreme Court of Judicature.

Mr. ERNEST WOOLASTON GILL, of the firm of Pomery & Gill solicitors, Bodmin and Camelford, has been appointed a Notary Public of the district within fifteen miles of Camelford. He was admitted in 1913.

Mr. FREDERICK A. C. REDDEN, LL.B. (Cantab), B.A. (Toronto), solicitor, of the firm of Redden & Booth, 17, Victoria Street, S.W.1, has been appointed one of His Majesty's Counsel for the Province of Ontario. Mr. Redden, who was admitted a solicitor in 1902, was called to the Ontario Bar in 1896.

Mr. R. A. REAY NADIN, solicitor, Town Clerk and Clerk to the Justices, Sutton Coldfield, has been elected President of The Magistrates' Clerks' Association for the ensuing year.

Mr. A. LANCASHIRE, Assistant Clerk to the Hale Urban District Council, has been promoted to the position of Clerk to the Council.

Mr. F. OAKES, Clerk to the Irthlingborough Urban District Council, has been appointed Clerk to the Kingswinford Rural District Council.

Mr. H. GRANETT, Clerk to the Steyning West Rural District Council, has been appointed Clerk to the New Shoreham Port Sanitary Authority.

LORD PHILLIMORE ON COUNTRY PLANNING.

Lord Phillimore presented the prizes on Friday the 11th July at the College of Estate Management, Lincoln's Inn-fields, Sir Edgar Harper presiding.

Lord Phillimore said that he read in Hansard an ejaculation of a member of the House of Commons to the effect that "anyone would believe you thought that the landowners made the land." Many a true word was spoken in jest, and the speaker could not have said anything much truer had he added "professional advisers." The landowners and their advisers and the farmers and workers on the land had made and remade the land time after time. One avenue of employment which opened up a great vista was town planning. He was not so familiar with town planning as with country planning. It was increasingly obvious, especially in the South of England, where many big estates had been broken up, that we could not afford to allow random and sporadic development. We could not allow groups of cottages to be erected far from schools or public services when they could be placed somewhere else. We could not allow farms to be divorced from their buildings. We could not afford to allow huge areas to be regarded simply as picnic places devoted to forestry, and we could not afford to take the Valley of the Thames—to allow the natural reserves afforded by the water meadows to be covered with week-end bungalows.

"GARRATT'S HALL" (BANSTEAD).

We are asked by Messrs. Hampton & Sons, Auctioneers, to state that the Sale of the above property fixed for the 17th July as advertised in our issue of the 12th July did not take place in consequence of the property having been previously sold by private contract.

CHARING CROSS BRIDGE.

The following statement was made by Sir Percy C. Simmons, K.C.V.O., solicitor, at the meeting of the London County Council on the 1st July, in referring to the appointment of The Right Hon. Sir Leslie Scott, K.C., as Chairman of the Advisory Committee on Charing Cross Bridge :—

I think the Council is to be congratulated on the acceptance by Sir Leslie Scott of the chairmanship of the Advisory Committee.

I feel sure it will be the opinion of the whole Council that he will make an ideal chairman. Apart from his great experience at the Commercial Bar, he has had a most distinguished career.

He was Solicitor-General in 1922, and represented the Government on four occasions at the International Conference in Brussels on Maritime Law. He has held the chairmanship of many societies and committees. Among the latter he was appointed by the then Prime Minister chairman of the Acquisition of Land Committee and also chairman of numerous government committees; in particular those connected with reconstruction, agriculture and housing.

I regret the delay in announcing the name of the chairman, but this is due to the fact that it has not been by any means easy to persuade Sir Leslie to accept the position, not because he did not desire to do so, as he is keenly interested, but because he felt that the time which it would be necessary to devote to the Committee might interfere with his very extensive practice at the Bar. I however was able to assure him that the meetings of the Committee would be fixed at times which would not interfere with his work at the Bar, and further that a vice-chairman would be appointed so as to give him as much assistance as possible, and further as a great deal of the work is technical, it would have to be dealt with by sub-committees.

I have been asked in more than one quarter what fees are going to be paid to the chairman and members of the Advisory Committee. I therefore desire to state that the chairman and all the members of the Advisory Committee are acting in an entirely honorary capacity. No fees of any kind will be paid.

SOLICITOR SENTENCED.

William Hunter Hardy, 66, a solicitor, who was stated to have acted for the National Vigilance Society, Gray's Inn-road, W.C., was sentenced at the Central Criminal Court on 4th July, to twelve months' imprisonment on pleading "Guilty" to converting to his own use £100 entrusted to him by David Henry Dennis, as deposit for the purchase of a house. William Sansum, fifty, an ex-sergeant of the Metropolitan Police, and secretary of the National Vigilance Society, charged with Hardy, was found "Not Guilty," and was discharged. The jury expressed their opinion that Sansum's conduct was deserving of censure for negligence. It was stated by the police that Hardy started to practise as a solicitor at Newcastle thirty years ago. He was made bankrupt at Canterbury in 1902, and was still undischarged.

Mr. S. R. C. BOSANQUET, K.C., Recorder of Walsall and Chancellor of the Diocese of Hereford, has been elected a Master of the Bench of the Inner Temple. Mr. Bosanquet was called to the Bar in 1893 and took silk in 1924.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT NO. 1.	GROUP I. Mr. Justice EVE. Non-Witness.	Mr. Justice MAUGHAM. Witness. Part II.
M'nd'y July 21	Mr. More	Mr. Jolly	Mr. Andrews	Mr.*Hicks Beach
Tuesday .. 22	Ritchie	Hicks Beach	More	*Andrews
Wednesday 23	Andrews	Blaker	Hicks Beach	*More
Thursday . 24	Jolly	More	Andrews	Hicks Beach
Friday 25	Hicks Beach	Ritchie	More	Andrews
Saturday .. 26	Blaker	Andrews	Hicks Beach	More

DATE.	GROUP I. Mr. Justice BENNETT. Witness. Part I.	Mr. Justice CLAUSON. Witness. Part II.	GROUP II. Mr. Justice LUXMOORE. Witness. Part I.	Mr. Justice FARWELL. Non-Witness.
M'nd'y July 21	Mr.*More	Mr.*Ritchie	Mr. Jolly	Mr. Blaker
Tuesday .. 22	Hicks Beach	*Blaker	*Rotchie	Jolly
Wednesday 23	*Andrews	*Jolly	Blaker	Ritchie
Thursday . 24	More	Ritchie	*Jolly	Blaker
Friday 25	*Hicks Beach	*Blaker	Ritchie	Jolly
Saturday .. 26	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The LONG VACATION will commence on Friday, the 1st day of August, 1930, and terminate on Saturday, the 11th day of October, 1930, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 24th July, 1930.

	Middle Price 16th July 1930.	Flat Interest Yield.	Approximate Yield with redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88½	4 10 5	—
Consols 2½%	56	4 9 3	—
War Loan 5% 1929-47	103½	4 16 7	—
War Loan 4½% 1925-45	99	4 10 11	4 11 9
War Loan 4% (Tax free) 1929-42	101¼	3 18 10	3 16 9
Funding 4% Loan 1960-90	91½	4 7 5	4 9 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	95½	4 3 9	4 5 6
Conversion 5% Loan 1944-64	104¼	4 15 11	4 14 6
Conversion 4½% Loan 1940-44	99¼	4 10 8	4 11 6
Conversion 3½% Loan 1961	79¾	4 7 9	—
Local Loans 3% Stock 1912 or after	65	4 12 4	—
Bank Stock	255½	4 13 11	—
India 4½% 1950-55	85	5 5 11	5 12 6
India 3½%	62	5 12 11	—
India 3%	53	5 13 2	—
Sudan 4½% 1939-73	95	4 14 9	4 15 6
Sudan 4% 1974	86	4 13 0	4 15 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	83½	3 11 10	4 2 3
Colonial Securities.			
Canada 3% 1938	90	3 6 8	4 11 0
Cape of Good Hope 4% 1916-36	95	4 4 3	4 19 0
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 17 6
Ceylon 5% 1960-70 (First Dividend £2 5s., 1st August, 1930.)	101	4 19 0	4 19 0
Commonwealth of Australia 5% 1945-75	89½	5 11 9	5 12 6
Gold Coast 4½% 1956	93	4 16 9	4 19 9
Jamaica 4½% 1941-71	93	4 16 9	4 17 9
Natal 4% 1937	95	4 4 3	4 16 9
New South Wales 4½% 1935-45	81½	5 10 5	6 8 6
New South Wales 5% 1945-65	87½	5 14 3	5 16 6
New Zealand 4½% 1945	96	4 13 9	4 17 6
New Zealand 5% 1946	102	4 18 0	4 17 6
Nigeria 5% 1950-60 (First Dividend £1 15s., 1st August, 1930.)	102	4 18 0	4 17 0
Queensland 5% 1940-60	87½	5 14 3	5 17 6
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	87¼	5 14 3	5 15 6
Tasmania 5% 1945-75	86½	5 15 7	5 17 0
Victoria 5% 1945-75	87¼	5 14 3	5 15 6
West Australia 5% 1945-75	86½	5 15 7	5 17 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 3	—
Birmingham 5% 1945-65	103	4 17 1	4 16 0
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	72	4 3 4	4 15 0
Hastings 5% 1947-67 (First full half year's Dividend in October, 1930.)	103	4 17 1	4 15 9
Hull 3½% 1925-55	79	4 8 7	4 19 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	74	4 14 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	53	4 14 4	—
London City 3% Consolidated Stock after 1920 at option of Corporation	64	4 13 9	—
Manchester 3% on or after 1941	64	4 13 9	—
Metropolitan Water Board 3% "A" 1963-2003	65	4 12 7	—
Metropolitan Water Board 3% "B" 1934-2003	66	4 10 11	—
Middlesex C.C. 3½% 1927-47	84	4 3 4	4 6 6
Newcastle 3½% Irredeemable	73	4 15 11	—
Nottingham 3% Irredeemable	63	4 15 3	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 18 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81xd	4 18 9	—
Gt. Western Rly. 5% Rent Charge	99xd	5 1 0	—
Gt. Western Rly. 5% Preference	96	5 4 2	—
L. & N.E. Rly. 4% Debenture	75	5 6 8	—
L. & N.E. Rly. 4% 1st Guaranteed	72	5 11 1	—
L. & N.E. Rly. 4% 1st Preference	62½	6 8 0	—
L. Mid. & Scot. Rly. 4% Debenture	80	5 0 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Preference	68½	5 16 10	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	99	5 1 0	—
Southern Railway 5% Preference	91½	5 9 3	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

PRACTICES AND PARTNERSHIPS.

FOR SALE.—Old-established conveyancing and general practice in country town in East Anglia. Excellent opportunity.—Box 494, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (without capital), ambitious, age 31, wants definite prospects of PARTNERSHIP, subject to preliminary trial in responsible position. Confident and able to work without supervision; excellent experience as managing clerk in extensive London general practice and subsequently engaged in company and commercial work with very large City firm.—Write Box 486, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

OLD-ESTABLISHED Conveyancing firm in Midland county town require Articled Clerk. Public school man preferred. Personal supervision of experienced partner. Premium 150 guineas. Nice locality. Good prospects.—Box 480, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WELL-KNOWN Kentish firm of Auctioneers and valuers will have vacancy after vacation for articled pupil.—Write Box 483, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LAW.—Solicitor has vacancy for Articled Clerk of initiative and good manner and education; personal supervision of principal in busy general practice; premium.—Write Box 475, Solicitors' Journal, 29, Breams-buildings, E.C.4.

VACANCY in newly established Manchester office for energetic articled clerk; personal supervision and tuition assured: premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with busy and growing general practice, has vacancy for Articled Clerk. Personal supervision. Premium required, part returned.—Apply, Box 146, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

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EUSTON ROAD (by Gt. Portland St.)—Excellent Offices to Let in new building, 2nd and 3rd floors. Exceptionally well lighted, every convenience; specially suitable for solicitors; two minutes from Middlesex County Court.—Full particulars from Messrs. Stileman, Underwood and Taylor, Solicitors, 51, Doughty-street, W.C.1.

SUITE OF OFFICES, comprising two or three rooms, vestibule and private lavatory if required. Quiet, light rooms. Inclusive rental £275 per annum. —Apply House Property and Investment Co., Ltd., 3, St. Bride-street, E.C.4. City 9113.

WANTED, Long Lease or Freehold of Building near Lincoln's inn or Temple, containing 10-12 rooms.—Full particulars to "M." Box 485, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SACKVILLE-STREET, Piccadilly.—Three-Six Rooms available for solicitors' offices or architects.—Apply Rodwell & Co., 4, Half Moon-street, Piccadilly, W.1.

ACCOUNTANTS (City), near Guildhall, with well-furnished offices, including board room, would share same with a solicitor. Good prospects for one commencing to practice.—Box 500, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INVESTMENTS.

MORTGAGE Funds.—Several sums available for trustee securities. Freehold properties in central London preferred.—Apply White, Druce & Brown, Surveyors, 6, Hanover-square, W.1.

NOTICE.

The business of the late Mr.

R. P. ATTENBOROUGH,

of 62, SHAFTESBURY AVENUE,

has been transferred to Mr.

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INFORMATION REQUIRED.

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"We are obliged to you for your letter of the 16th inst., and have pleasure in sending you herewith our cheque in respect of the insertion in the current issue.

"We may add that as a result of the advertisement we received a letter before 12 o'clock on Saturday giving us information which will probably be extremely helpful to our client."

Yours, R. & Co.

Gray's Inn, W.C.1.
21st May, 1930.

SWALE.—Information is required as to the present ADDRESSES of the Misses EDITH and ADELAIDE SWALE or any information might assist.—Reply to Gush, Phillips, Walters and Williams, 5, Throgmorton-avenue, London, E.C.2, Solicitors.

MISS HARRIOTT BROWN JOHNSTONE, decd., late of 57, Eton-avenue, Hampstead, London, N.W., and of Branksome Court, Bournemouth, Hants.—Will any person who has in his or her possession, or has any knowledge of the existence of a WILL of the above-named deceased, COMMUNICATE with Messrs. Ince, Colt, Ince and Roscoe, of 10 and 11, Lime-street, London, E.C.3, Solicitors. Dated this 27th day of June, 1930.

LEMONTREE.—Will Mr. SAM LEMONTREE, one time maker of college caps and civilian internee (Isle of Man) during Great War, or anyone knowing his present whereabouts, please COMMUNICATE with Maxwell D. Berman, Camilla, Ga., U.S.A. ?

IF Mr. J. M. LEWIS, formerly of 16, Salisbury-gardens, Tunbridge Wells, will COMMUNICATE with Messrs. Burton, Crippingdale & Co., of 52, Queen Victoria-street, E.C.4, he will hear something of interest to him.

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ABSOLUTE REVERSION lives 79, 78 and 52 to £2,500.—Solicitors, Messrs. Lempriere & Hunter, 61-62, Lincoln's-inn-fields, W.C.2.

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£2,000

effected with the Equity and Law Assurance Society and Northern Assurance Society, lives 55 and 63. Particulars of the Joint Trustees, Sir Frank Brown, F.C.A. (Messrs. Frank Brown and Co.), Stockton-on-Tees, and W. H. Cork, Esq., F.L.A.A., 19, Eastcheap, E.C.3.

By Order of Trustees.

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Tanganyika Forests and Lumber Co. Ltd.
and other Companies.

FREEHOLD GROUND RENTS, £60 p.a., arising out of property at Leythe-road and Petersfield-road, Acton, Solicitors, Messrs. Maude & Tunnicliffe, 15, Arundel street, W.C.2.

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Offices, 6, Poultry, London, E.C.2. Telegrams. "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

HAMPSTEAD AND PALMERS GREEN.

By Order of the Trustee, Miss M. L. Willing, decd.

No. 60, UPPER PARK-ROAD, HAVERSTOCK-HILL, near Belsize Tube Station. The well-built and convenient RESIDENCE, containing seven bed, three reception rooms, and offices, large garage and stabling, with separate entrance and gardens. In excellent condition. VACANT POSSESSION. Lease about 20 years at nominal ground rent.

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